

Terms and conditions of the charity auction organised by the company De'Longhi Praga s.r.o. named "De'Longhi Eletta Explore bean"

Introduction

1. This document sets out the complete and clear rules ("**Rules**") charity auction entitled "De'Longhi Eletta Explore bean" ("**Auction**") announced via the opensea.io website by **De'Longhi Praga s.r.o.**, with its registered office at Křižkova 237/36A, Karlín, 186 00 Prague, ID No.: 27899501, registered with the Court in Prague under the registration number C 125135 ("**announcer**").
2. This auction is in no way sponsored, supported or administered by opensea.io website ("OpenSea"). The operator of OpenSea has no obligations or duties to the participants of the auction in connection with the auction. The auction Participant understands that it is providing its information to the announcer and not to OpenSea.
3. All profit of this auction, or its balance less legal taxation and fees for the conversion of cryptocurrencies into real money will be used for the Mezi řádky café project (<https://www.etincelle.cz/kavarny-a-bistra>).
4. **The subject of the Auction is a unique NFT (as that term is defined below) and a coffee machine De'Longhi Eletta Explore ECAM 450.76.T. The winner of the auction will get the free coffee machine De'Longhi Eletta Explore ECAM 450.76.T. The value of the coffee machine is €1,049.90 including VAT (the "Auction Item").**
5. The subject of the auction is donated by the announcer, who is its owner and holder.
6. The subject of the auction was published by the announcer on 20 October 2022 on the website www.delonghieletta.com or on the OpenSea web portal at: <https://opensea.io/assets/ethereum/0x495f947276749ce646f68ac8c248420045cb7b5e/25049762362396663255778928557976541797552106588613415607039827143047344291841>

Methods of auction execution

1. **The auction for the subject of the auction starts from 01 November 2022 at 10:00 a.m. to 30 November 2022 at 2:00 p.m. The auction item starts at 0 ETH (Ethereum) value.** The auction period is limited in time. If a bid is made in the last 10 minutes of the auction, the end time of the auction is automatically extended and will always be increased by an additional 10 minutes from the time of the (last) bid.
2. The announcer reserves the right to change the start and end date of the auction, no later than 24 hours before the start of the auction.
3. The auction will be via OpenSea <https://opensea.io/> The rules for using OpenSea can be found at <https://opensea.io/tos>.

4. **Only a person over 18 years of age could be participant of the auction who has a Metamask wallet ("participant")**. For the purposes of this auction, no verification of the participant's identity is required.
5. Only the participant who meets all the conditions of the auction will be included in the auction and can become the auction winner. The announcer reserves the right to assess the fulfilment of the specified conditions of the auction by individual participants at any time at its discretion. The announcer may also exclude participants who do not meet the conditions.
6. The goal of the auction is to select the participant offering (by bidding) the highest price for the subject of the auction. There is no upper limit on the price for the subject of the auction.
7. **The participant of the auciton is responsible for all his/her bids and is responsible to pay them if he/she wins. Bids already made cannot be changed or returned. The participant of the auction can repeate bids until the auction is closed.**
8. Payment for the auction Item will be made by the Winner via the ETH cryptocurrency. All transactions on the ETH network are subject to a fee. The participant understands that any fees associated with the transfer of the auction Item are participant's costs.
9. Participants who do not win the auction will not be notified in any way.
10. The highest bid submitted by the winner of the auction represents the payment for the Auction Item including VAT. Upon the winner's request, the announcer will issue a tax receipt for the auction item.

Procedures after winning the Auction

1. The winner of the auction is the participant who has submitted the highest bid at the time the auction closes ("**winner**").
2. The announcer has the exclusive right to assess the fulfilment of the specified parts of the auction by individual participants. The announcer may exclude a Participant from the auction for fraudulent conduct that is contrary to good morals and is likely to affect the results of the auction. This decision to exclude a Participant is final and there is no appeal.
3. The amount for which the auction Item has been auctioned will be automatically deducted from the winner's account (or from the winner's metamask wallet in the form of ETH) upon notification of the winner.
4. For the physical handover of the coffee machine, the instructions for the winner to follow in order to receive the coffee machine will be encrypted in the auctioned NFT (contact email to be contacted by the winner). These instructions can only be seen by the NFT holder who will view them in their OpenSea account. The physical delivery of the coffee machine is then arranged by the Winner.
5. The coffee machine will be physically handed over to the winner who is the first to comply with the applicable instructions in the NFT, i.e. the first to exercise the right to its release. If the right to the coffee machine has already been exercised, it is not possible to claim the coffee machine from the winner (e.g. if the NFT is subsequently sold or donated to another user, a new coffee machine cannot be claimed by the new user)

NFT

1. After the payment for the auction Item has been transferred, the announcer shall make available to the winner the data certifying the right to dispose of a specific token stored on the blockchain whose metadata is linked to the metadata of a digital image or other object ("NFT"). If the NFT consists of an intellectual property item, the announcer shall grant the winner a royalty-free licence to that underlying work on the terms and conditions set out in these rules.

License to the NFT

1. The license to the item is granted as exclusive and the winner is entitled to use the item in an unlimited territorial and quantitative scope, for the manner and purpose of use enabling the promotion of NFT, within the time scope for the duration of the property rights of the respective Intellectual property (in particular copyright) ("**License**").
2. The licence includes the right to publish, reproduce and communicate the subject matter to the public. The licence may be transferred to third parties without the consent of the publisher, provided that the NFT as a whole is transferred.
3. The winner acquires the license at the moment of making it available by the announcer but not earlier than the moment of payment of the offered price for the auction Item.
4. The winner is not obliged to use the licence.
5. The Licensee shall not modify or alter the underlying work in any way or create derivative works from the underlying work without the prior written consent of the announcer.

Privacy Policy

1. During the auction there is no processing of Participants' personal data.
2. The winner acknowledges that **De'Longhi Praga s.r.o.**, with registered office at Křižíkova 237/36A, Karlín, 186 00 Prague, ID No.: 27899501, registered at the court in Prague under the mark C 125135, is entitled, as the personal data controller, to process his personal data to the extent necessary for the purpose of handing over the prize in the auction, i.e. the coffee machine, for the period necessary for the organization and execution of the auction and possible control by public authorities.
3. As a data subject, the winner has the following rights under the law, which the winner may exercise at any time. These include the right (i) to have access to personal data, (ii) to have inaccurate or false personal data corrected and incomplete personal data completed, (iii) to have personal data erased if the personal data is no longer necessary for the purposes for which it was collected or otherwise processed or if it is found that it has been unlawfully processed, (iv) to restrict the processing of the personal data, (v) to data portability, and (vi) the right to object, after which the processing of the Winner's personal data will be terminated unless it is demonstrated that there are compelling legitimate grounds for the processing which override the interests or rights and freedoms of the winner, in particular if the ground is the possible enforcement of legal claims. At the same time, the winner has the possibility to lodge a complaint with the supervisory authority, which in the Czech Republic is the Office for Personal Data Protection (www.uoou.cz).

4. By exercising the right to receive the coffee machine, the winner gives permission for the announcer to distribute the name, surname or likeness of the winner in connection with any prize, free of charge, in the media, on the Internet or in the announcer's promotional materials for a period of one (1) year from the end of the auction period.

Concluding provisions

1. These Rules will be available throughout the duration of the auction on the announcer's website - www.delonghieletta.com.
2. The announcer can also be contacted at zakaznickalinka@delonghigroup.com.
3. By participating in the auction, the participant agrees to these rules and undertakes to comply with them in full. The rights and obligations arising in connection with the auction, which are not regulated in these rules, are governed by the laws of the Czech Republic.
4. The results of the auction are final, with no possibility of appeal. In case of doubt as to compliance with the rules, the burden of proving the relevant facts lies with the participant.
5. The announcer is not responsible for any technical problems in the transmission of data via the Internet or other electronic means.
6. The announcer reserves the right to amend or modify the auction rules or to shorten, extend or cancel the auction at any time without giving any reasons and without providing any compensation, without any claims of the participant against the promoter. Any such amendment to the rules or the auction will be made by written numbered amendments effective upon publication (e.g. on the promoter's website). Changes will only be made by the promoter for exceptional reasons, in particular in response to circumstances beyond the promoter's reasonable control, including technical or legal reasons, and provided that the promoter will always seek to minimise the impact on the participant.
7. It is not possible to get money in lieu of the Auction Item and it is not possible for the Participant to request the exchange of the Auction Item. The announcer shall also not be liable for any damage that the participant may suffer in connection with his/her participation in the auction or the use of the auction item.
8. The authority authorized to settle out-of-court consumer disputes arising in connection with the participation of the participant, who is a natural person - consumer, in this auction is the Česká obchodní inspekce, on whose website (www.coi.cz) the participant can find, among other things, information on the method and conditions of out-of-court dispute resolution, when this procedure can be initiated only on the basis of a proposal by the participant and then, if he fails to resolve the dispute directly with the announcer. The form of the application for initiation of out-of-court consumer dispute resolution proceedings is available on the website of the Česká obchodní inspekce.
9. The participant, who is a natural person - a consumer, also has the right to initiate out-of-court dispute resolution online through the ODR platform available on the website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=CS>. The procedure of out-of-court dispute resolution is not mediation pursuant to Act No. 202/2012 Coll., on mediation and on amendments to Certain Acts (Act on Mediation), as amended, nor arbitration pursuant to Act No. 216/1994 Coll., on arbitration and enforcement of arbitral Awards, as

amended, and its use does not affect the participant's right to address his/her claim to the Česká obchodní inspekce or to a court.

De'Longhi Praga s.r.o.

In Prague 20. October 2022